

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3

4 **2525 EAST CAMELBACK ROAD**
5 **SUITE 300**
6 **PHOENIX, ARIZONA 85016**
7 **TELEPHONE: (602) 255-6000**
8 **FACSIMILE: (602) 255-0192**

Dated: December 01, 2009



REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

9 Mark S. Bosco
10 State Bar No. 010167
11 Leonard J. McDonald
12 State Bar No. 014228
13 Attorneys for Movant

14 09-27194/0198926115

15 **IN THE UNITED STATES BANKRUPTCY COURT**
16 **FOR THE DISTRICT OF ARIZONA**

17 IN RE:

18 No. 2:09-bk-25265-RTBP

19 Jody Lynn Roberts
20 Debtor.

21 Chapter 7

22 Mortgage Electronic Registration Systems, Inc. as
nominee for Wells Fargo Home Mortgage a
Division of Wells Fargo Bank NA
Movant,

23 ORDER

24 vs.
25 Jody Lynn Roberts, Debtor, William E. Pierce,
Trustee.

26 (Related to Docket #9)

Respondents.

27 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed

28 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
and no objection having been received, and good cause appearing therefor,

29 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated August 26, 2005 and recorded in the office of the
3 Yavapai County Recorder wherein Mortgage Electronic Registration Systems, Inc. as nominee for Wells
4 Fargo Home Mortgage a Division of Wells Fargo Bank NA is the current beneficiary and Jody Lynn
5 Roberts has an interest in, further described as:

6 Lot 1286, PRESCOTT VALLEY UNIT TWENTY, according to the Plat of record in the book 15
7 of Maps, pages 63-66 records of Yavapai County Arizona

8 Excepting therefrom all gas, oil, minerals, and petroleum as reserved in various instrument of
record.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.

16
17 DATED this ____ day of _____, 2009.
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20 JUDGE OF THE U.S. BANKRUPTCY COURT
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